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	Item	#	22

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage						
DEPARTMENT: Planning & Development DIVISION: Community Resources						
AUTHORIZED BY: Dan T. Matthys CONTACT: Annie Knight EXT. 7364						
Agenda Date 04/26/2005 Regular Consent Work Session Briefing Public Hearing - 1:30 Public Hearing - 7:00						
MOTION/RECOMMENDATION:						
Approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the SHIP Program's Home Ownership Assistance Program and the Emergency Repair Housing Program.						
BACKGPOUND.						

BACKGROUND:

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The attached clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to repair their home in Seminole County. These clients have met and satisfied all County, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the now-satisfied liens.

	<u>name</u>	Parcel I.D. Number
1.	Roger Becerra	18-21-29-522-0G00-0030
2.	Jerry Mixon & Debra Mixon	01-20-30-504-2400-0160
3.	Richard T. Taylor, Sr. & Grace Y. Taylor	31-19-31-503-0000-0050
4.	Charles R. Ward	31-20-30-503-0000-1190
5.	Marion A. Russell & Elizabeth L. Russell	13-20-30-505-0000-1050

Reviewed by:
Co Atty:
DFS:
Other:
DCM:
CM:
File No. – cpdc02

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated March 30, 1998, and recorded in Official Records Book 3405, Pages 0035 through and including 0039, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated March 20, 1998, and recorded in the Official Records Book 3409, Pages 0040 through and including 0042, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated January 5, 1998 recorded in Official Records Book 3405, Pages 0043 through and including 0045, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1035 Carbone Way, Apopka, Florida 32703, the legal description and parcel identification for which are as follows:

LOT 3, BLOCK G, LYNWOOD REVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 32 AND 33 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 18-21-29-522-0G00-0030

(the "Property,") were made by Roger Becerra, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

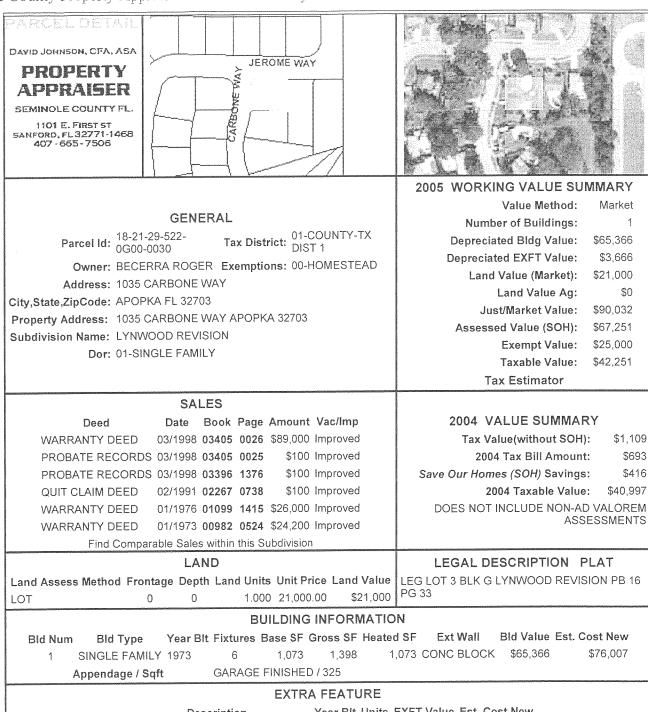
WHEREAS, the Owner did maintain the Property as his residence for at least six (6) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Set be executed this day of	minole County has caused these presents to, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of	CARLTON HENLEY, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney As/lpk 2/11/05 Satisfaction-Roger Becerra	



Description	Year Blt	Units	EXFT Value	Est. Cost New			
POOL GUNITE	1973	312	\$2,496	\$6,240			
ALUM SCREEN PORCH W/CONC FL	1979	200	\$680	\$1,700			
COOL DECK PATIO	1973	350	\$490	\$1,225			

NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.

*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value

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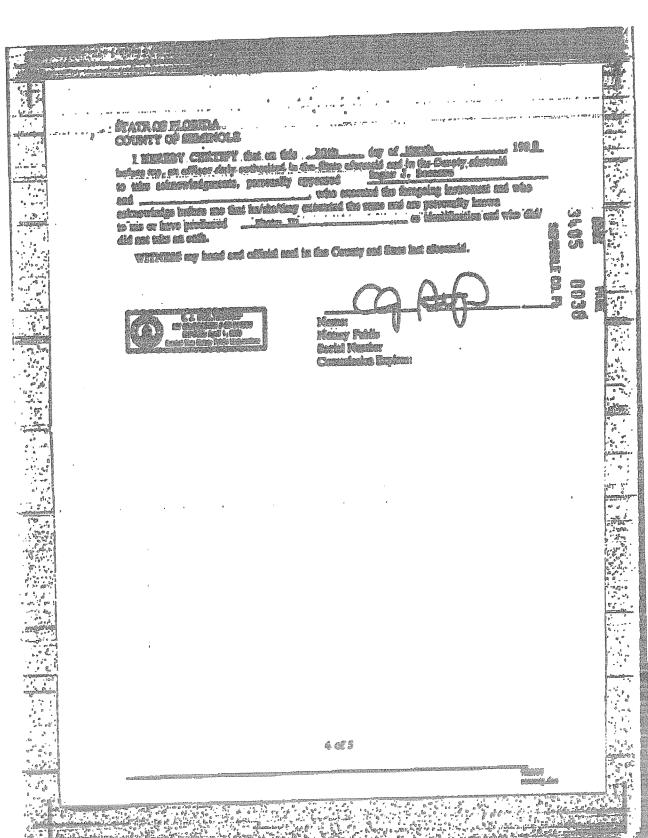
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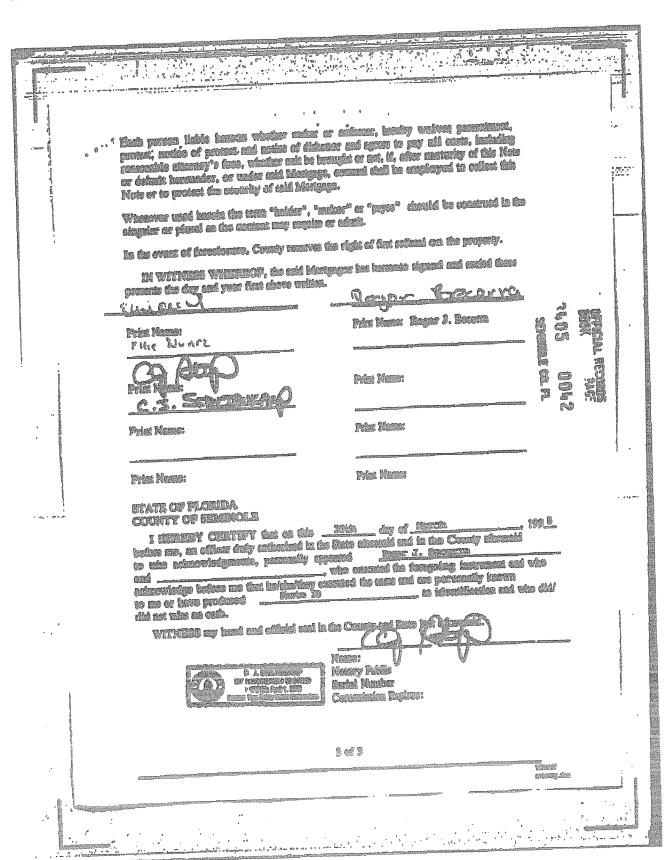
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This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 9, 1997, and recorded in Official Records Book 3317, Pages 1625 through and including 1628, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated October 9, 1997, and recorded in the Official Records Book 3317, Pages 1629 through and including 1632, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated September 17, 1997, recorded in Official Records Book 3317, Pages 1633 through and including 1635, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 906 Santa Barbara Avenue, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 16, BLOCK 24, DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 90 AND 91 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 01-20-30-504-2400-0160

(the "Property,") were made by **Jerry Mixon** and **Debra Mixon**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least seven (7) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and County policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

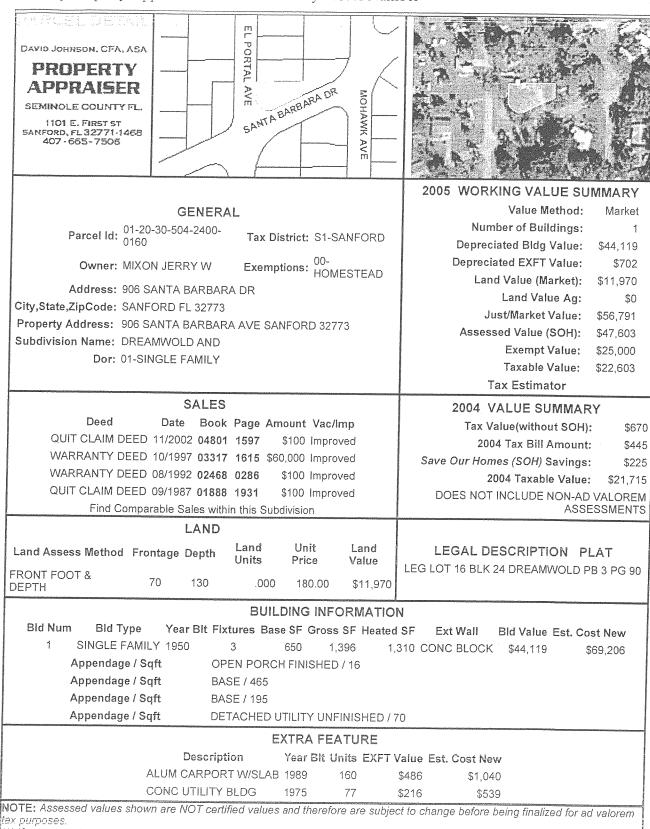
NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

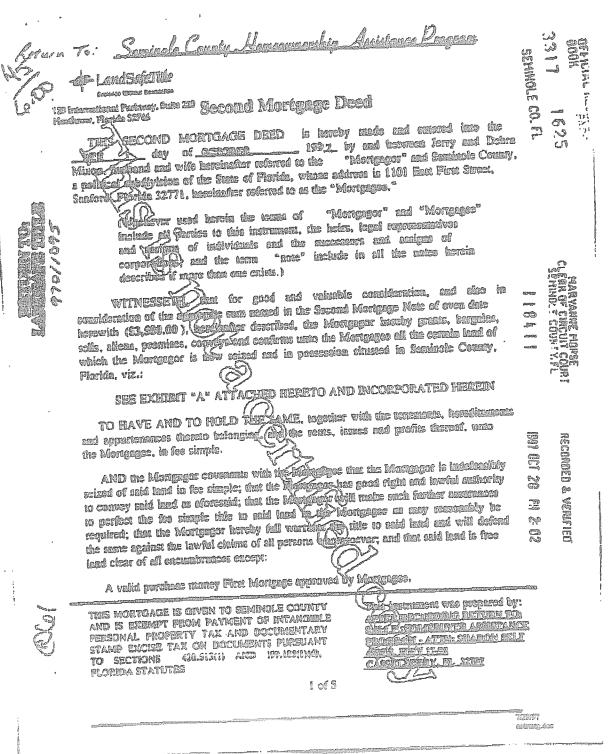
same of record.	coars so cancel the
IN WITNESS WHEREOF, Seminable executed this day of	ole County has caused these presents to
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of	By:CARLTON HENLEY, Chairman
County Commissioners of Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney As/lpk	

2/15/05

Satisfaction-Mixon



*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.



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ANY DEFAULT in any merciage note, or lien of record, including, but not limited to the Second Morigage Note and the First Morigage expressed burein, whall constitute a default under this increment. The includion of a martiage or lien forestown legal proceeding shall be one basic authorizing the biorigages to declare a default. In the event of forestown, the Morigages reserves the right of first refusal on the land as described in Euhlish "A."

PROTEDED ALWAYS, ther seid Mongegor shall pay unto seld Mongegor the completed and Mongego Not hereinafter substantially capied or identified, to-wit:

eschieit "B" attached hereto and incorporated herein

AND the blongagor shall perform, comply with and shide by each and every of the agreements of this second agreements of the second agreements of the second agreements and of this second Mongage. Into if any then this Mongage and the estate bereby created, shall create, describing and be published void.

AND the Magneyer hereby further coverants and agrees to pay promptly when one the principal and therest and other nums of many provided for in mid non- and second Mortgage, expenses, to pay all and singular the tense, responses, levies, tabilities, obligations, and encumbrance of every nature on said property to permit, commit or suffer to whole Thursimment or descriptation of said had or the improvement thereon at any time; to pay all courses, and expenses, including anorrary's focus and title courses, responsely between or paid by the Mortgage because of the failure and title courses, responsely and fully comply with the agreements, adjustions, conditions and covenants of spiritually and fully comply with the agreements, adjustions, conditions and covenants of spiritual and the Second Mortgage, or either; to perform, comply with and abide by each and trace of Mortgage, or either. In the event the mortgage fails to pay when due any take assessment, insurance premium or either arm of morey payable by virtue of sold pay and this Second Mortgage, or either, the Mortgage may pay the same, without propage or affecting the option to foreduce or morey payable by virtue of sold pay and this Second Mortgage, or either, the Mortgage may pay the same, without propages and pay the come, without propages about bear interest from the date thereof at the highest lawful rate them allowed by the laws of Sante of Florida.

If each and every one of the agreements significant, combined and coverants of said note and this Second Mongage, are not fully proferred, complied with and obided by, then the emire sum memioned in raid note, and this Second Mongage, or the emire belonce unped thereon, shall forthwith or derected it the option of the Mongages, become and be due and payable, saything in this fact, my herein to the emmary natwithstanding. Failure by the Mongages to entrain of the rights or options under said note or this Second Mongage accrual or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note and beneto as Exhibit "B" no payment shall be required on the Second Mortgage the highest the lend remains accupied by the Mortgages, and said land is not sold, leased, projectly, subkased.

2 of 5

and the constitute of the contract of the

7/Juni7 History.doc

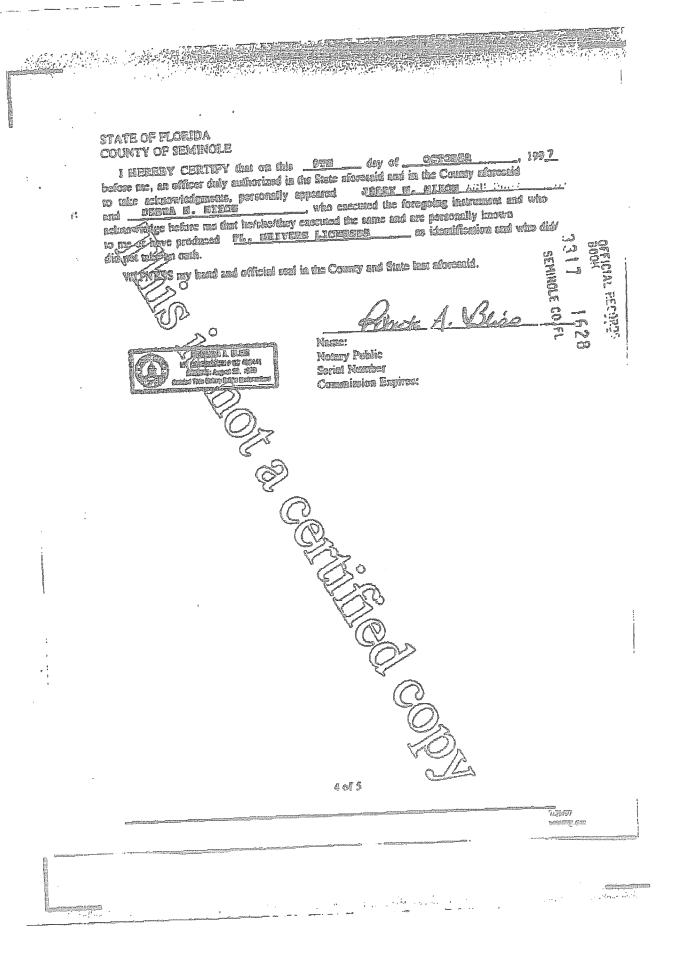
Should the land remain owner-ecoupled and an its remed, leased or sublemed for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminals County, Florida. Should this aforementioned provision be violeted, a default that he decised, and the entire entered that he immediately the and payable. THE FULL AMOUNT OF THE SECOND MOITGAGE SHALL BE DUE on sale. Lease, if the sale, lease, transfer or repreancing occurs IN LESS THAN TEN (10) YEARS. Morquegor ment repay the form manus of Threethousand Vivo-hundred dollars and 60/160753,500.60) to Mongages in full, less any Agiveness as provided in the recepture provisions of the Federal regulations in effect of federals. Managed chell be subordinate to a valid purchase money First Managege on this land subject to the notification and exproved of Morgages. WHEREOF, the said Mortgagor has here unto signed and esoled and year first above written. these pressure (by Price News: Jerry Misson Print Name: FE Prim News:Debra Minso Prin Home: Susan B Prim Name: Print Name:

Prim Nunc:

Rom Name:

3015

9789497 100-515-55



Someole County Homeownership Assistance Program

EXPLETE CO SECOND MORTGAGE NOTE

63.560.60 AMOUNT:

TALUE RECEIVED, the underigned (jointly and arrently, if more than one) promises to the Seminate County ("The County"), a political subdivision of the Sets of Florida, Topper, the manner hereinoster specified, the sum of These-thomsend, Fivebundred throw Novice (63.500.00). The said principal deall be payable in levial money of the United States of America to the County at 1101 East First Smeet Sanford, Florida 32777 (The cuch a place as may bestafter be designated by written makes from the holder to be makes best of this Note and Managas securing come chall be for a the holder to be makes, beginning on the time of execution of this Note and period of ten (191) years, beginning on the time of execution of this Note and companying Nation. Repayment of this Note shall take place in the following manner:

A. If a definit of definit Mongage occurs, the Second Mongage Note shall be the and payable in Yell

B. No payment shall be required during the term of this Note, and this debt shall be permanently forgivent for 10) years after the date of the energion of this Note permanently forgivent for the forest that occurred. This provision shall ensure that provided as condition of default has occurred. This provision shall ensure that the subject have and provided in a sold, leased, manufacted or refinanced and the subject have and provided the subject have and provided as the subject have and provided the subject have and provided as the subject have a sub remains owner-accupied has a period of at least ten (10) years after execution of this Note.

C. If the property is sold, leased, applicated or refinanced prior to tentio) years after the purchase, the full polyment chall be due on sale, lease, transfer or refinancing less any available for property as an forth in the recepture provisions of the Federal Regulations in effect by the firm of definal.

AFFECOND MOREOGE Deed of even This Now incorporates, and is incorporated date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETY (AND) INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors that be in default upon occurrence of our or more of the following conditions:

1 of 3

THOM

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANCIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT 420.513(1) AND 199.185(1)(d). SECTIONS FLODY ASTATUTES

This instrument was prepared by: ATTRACTICONS SERVICE OF SELECT STILL HOMESUYER ASSETANCE ENCOAULATINI PEARON BELL COM S. DE FORY CASSELETE Y. PL. 1ME

The sale, transfer or refinancing of the subject home and real property, within ten (14) years of execution of this Note, by maker or maker's successors.

- 2. Despite of the property within ten (10) years of the date of execution of the Note and Second Montgage.
- 3. The description or abandonment of the home on the subject property by maker or matter appressors.
- 4. Failure to pay supplicable property takes on subject property and improvements.
- 5. Failure to impiguain adequate hazard insurance on subject property and improvements."
- 6. Failure to comply with the terms and conditions of the accompanying Second Moregage Deed of even deta
- 7. Pailure to comply with the terms and conditions of the First Mongage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth perfinations shall cause an acceleration of the remaining unpaid principal balance evidenced became on secured by an accompanying second Morrage of even date, and the entire remaining unpaid balance shall be due in Second Morrage of even date, and the entire remaining unpaid balance shall be due in Second Morrage of even date, and the entire of provided in the recapture provisions full immediately, less any available forgiveness of provided in the recapture provisions of the Pederal regulations in effect at the timb of default.

MISCELLANEOUS PROVISIONS

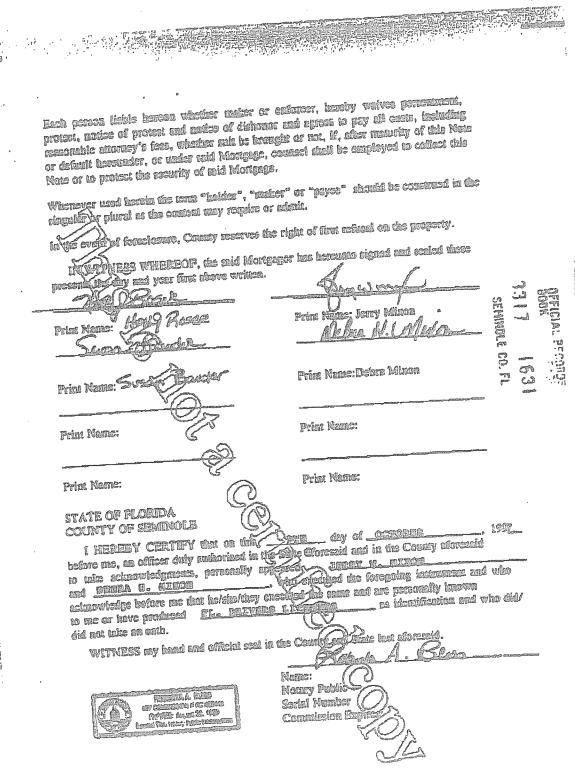
Martgage as approved by the This Second Morrgage shall be subordinate to a first County.

This Note in recured by a Mortgage on real estate, or even due herewish, made by the maker in fever of the said holder, and shall be construed and professed according to the laws of the State of Florida. The terms of said Mortgage the by this reference made a part hercof.

2013

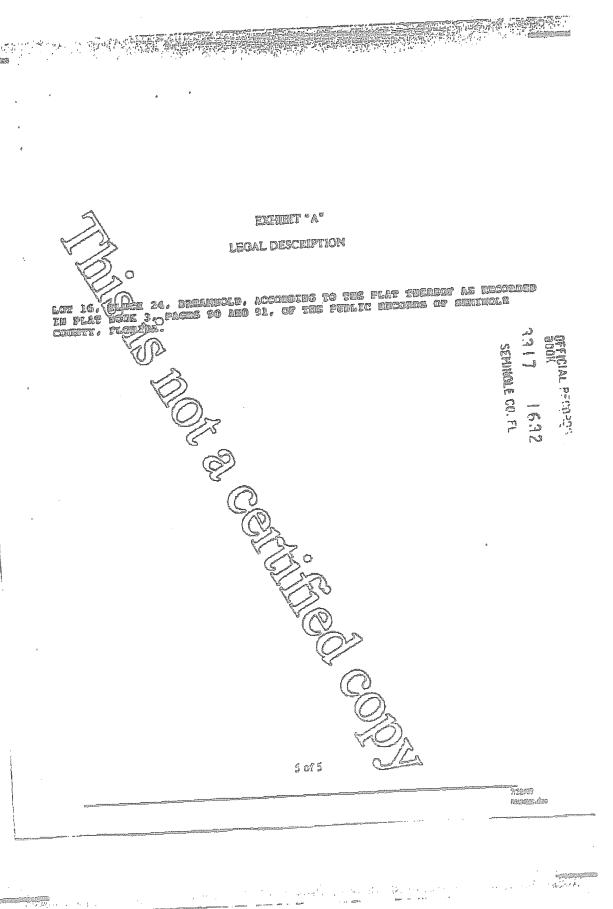
Commence of Agreement

9/40/40



3063

maing 42



This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 27, 1996, and recorded in Official Records Book 3179, Pages 1494 through and including 1498, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) (the "Note"), dated December 27, 1996, and recorded in the Official Records Book 3179, Pages 1499 through and including 1501, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated November 25, 1996 recorded in Official Records Book 3179, Pages 1502 through and including 1504, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1809 Palm Way, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 5, BEL-AIR REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 83 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

and also sometimes described as:

LOT 5, BEL-AIR REPLAT, A SUBDIVISION OF BLOCK 4 BEL AIR SANFORD, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGES 83 AND 84 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 31-19-31-503-0000-0050

(the "Property,") were made by Richard T. Taylor, Sr. and Grace Y. Taylor, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their

primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

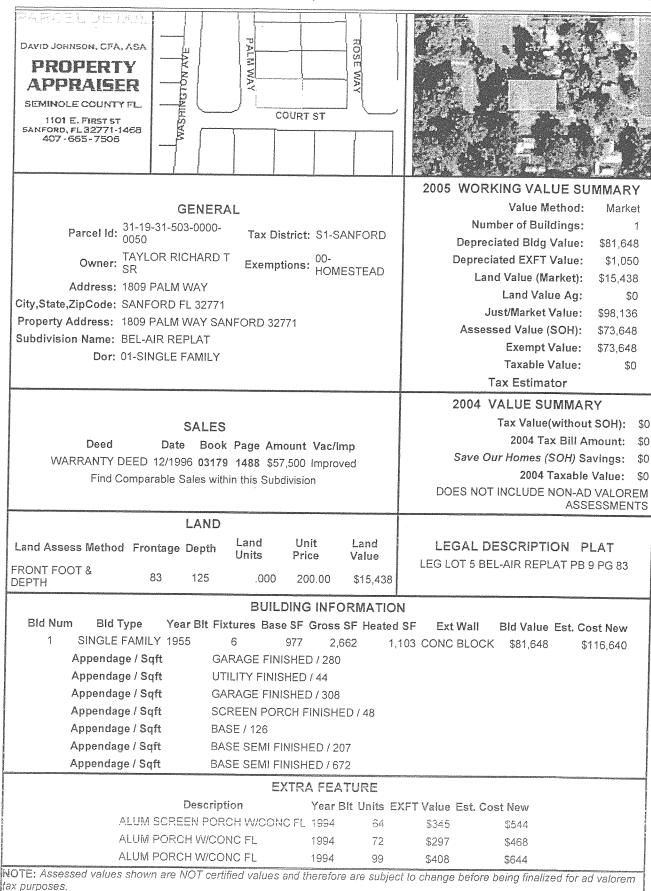
WHEREAS, the Owners did maintain the Property as their residence for at least eight (8) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and County policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

Same of footier	
<pre>IN WITNESS WHEREOF, Se be executed this day of</pre>	eminole County has caused these presents to, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of	CARLTON HENLEY, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney AS/lpk 2/15/05 Satisfaction-Taylor	



*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

33/150

SeminoleCounty Homeownership Assistance Program



Second Mortgage Deed

ECORDED & VERIFIED

THIS SECOND MORTGAGE DEED is hereby made and entered into the 27th day of <u>December</u> 1996 by and between Richard T. Taylor Sr. and GRACE Y. TAYLOR, his wiftereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

OFFICIAL RECORDS

WITNESSETH, that for good and valuable consideration, and also inconsideration of the aggregate sum named in the Second Mortgage Note of even-date herewith (53,000,00), hereinafter described, the Mortgagor hereby grants of the second Mortgagor here ____), hereinafter described, the Mortgagor hereby grants of bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now selzed and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To: Elaine L. Barlow, SHIP Program Coor. Seminole County Chamber of Commerce

4590 South Highway 17-92 Casselberry, Fl

E FHIMMHUALIMTROI

11. 4 Pt. 32707 407-363-4748

11. 6,43 u **C**

BOOK RECORDS

SeminoleCounty Homeownerskip Assistance Program



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgage the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Secondary Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mongagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without walving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exarcise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

(C.FHALLHUALNINTRO)

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Sciniusle County Homeownership Assistance Program



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable)

ten (10) years, twenty (20) years or thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN TEN (10) YEARS, TWENTY (20) YEARS OR THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of three thousand dollars (\$ 3,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

Wi Obs

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

· · ·				
Print Name Tracer 1 - Wy or Richard T. Taylor Sr. 1809 Falm Way , Eanford, Florida 32771	Print Name:	ST	ب الم	
Print Marme: Toraco V. TIAULOO	Print Name:	PE SP. FL	1641	L RECORDS
Print Name: GRACE Y, TAYLOR Print Name:			9	6 6

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Seminole County Homeownership Assistance Program



STATE OF FLORIDA COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this	s <u>27</u> th	day of _	December	. 1995
before me, an officer duly authorized	In the State a	foresald a	and in the Cou	inty aforeeaid
to take acknowledgments, personal	ly appeared	Richan	d T. Taylor,	Sr,
and,	who execute	d the fore	going instrum	ient and who
acknowledge before me that he/she/t	hey executed	the same	and are pers	onally known
to me or have produced driver's	licanea	28	Identification	and who did/
did not take an oath.	.,,.,			

WITNESS my hand and official seal in the County and State last aforesaid.

Name:

Notary Public Serial Number Commission Expires:

JUDITH K. LLOYD

147 COMMISSION & CC 825010

ECHRES: Murch 8, 2000

Contact Thru Homy Areks Undernited

SEMMOLE CO. FL

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Seminole County Homeownership Assistance Program



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EXHIBIT "A"
LEGAL DESCRIPTION

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Lot 5, BEL-AIR REPIAT, a Subdivision of Block 4, BEL AIR SANFORD, FLORIDA, according to the Plat thereof, as recorded in Plat Book 9, Pages 83 and 84, of the Public Records of Seminole County, Florida

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Seminole County Homeownerskip Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

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FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one promises to pay Seminole County ("The County"), a political subdivision of the Sate of or order, the manner hereinafter specified, Three thousand dollars (\$3.000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771 ____, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- 8. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) * ten (10), ____ twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ______ ten(10) twenty (20) thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recepture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the fallowing conditions:

(C PANAANUALIHTRO)

Seminole Pounty Homeoweership Assistance Program



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To: Elaine L. Barlow, SHIP Program Coor. Seminole County Chamber of Commerce 4590 South Highway 17-92 Casselberry, Fl 32707

- 1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) hars of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by makern or maker's successors.
- Failure to pay applicable property taxes on subject property and improvements.
- Fallure to maintain adequate hazard insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

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Siminole County Homeownership Assistance Program



Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

	A cost on cost of delibitions	
In the event of foreclosure, County reserves	the right of first refusal on the property.	
IN WITNESS WHEREOF the said Mothers presents the day and year first/above	ortgagor has hereunto signed and sealed written.	
Print Name we have the County Richard T. Toylor, Sr. 1809 Palm Way, Sanford, Fl. 32/0]	Print Name:	BOOK
Print Name:	Print Name:	L RECORDS
Print Name:		201
Print Name:		
STATE OF FLORIDA COUNTY OF SEMINOLE		
I HEREBY CERTIFY that on this 27th before me, an officer duly authorized in the State to take acknowledgments, personally appearand, who execute me or have produced driver's license did not take an oath.	rte aforesaid and in the County aforesaid ared RICHARD T. TAYLOR, SR. ecuted the foregoing instrument and who cuted the same and are personally known	
WITNESS my hand and official seal in the C Name: Notary Serial it	a total X lough	
FARLSANUALIM(FRC)	মান্ত	

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SEMINOLE COUNTY HOME PROGRAM

SEMINOLE CO. FL

HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

1809 Palm Way Property Address: Sanford, Florida This Agreement is entered into this day of Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter (heremafter "HOMEBUYER"). WITNESSETH: 1. USE OF HOME FUNDS

RICHARD D. TAYLOR SR.

Applicant(s):

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter 'HUD"), to be expended in accordance with HOME Investment Parmership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1954, and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or walved by RUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mongage note and dead which shall be in effect until the first of the following events occurs (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer accuples the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to 5 3,000.00 the first of the following evertia occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient,

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

- (a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical areas of Semincle County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninery-five percent (95%) (90% when used with SHIF funds) of the median sales grice of the area. The COUNTY through, Greater Saminole County Chamber of Commerce has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

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1/12/2013

HEORDED & VERIFIED -

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3. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are

	a)	Equal opportunity and fair housing	Applicable	🔀 Not Applicable (one unit)
	b)	Environmental review	☐ Applicable	Mot Applicable
	c)	Displacement, relocation and acquis	itlon	
			unit; therefore no	closing cost or interest rate buy-down displacement, relocation and acquisition
		purchase of an existing unit. Appr	opriate notices hat perty was not occu	interest rate buy-down assistance for the boen issued. Certification has been pred by a tenant and that the owner has
Ç	Í)	Lead paint		
		Applicable (Home built prior to 1) evaluated for lead-based paint exists		paint notice has been provided and un
		Not Applicable (Unit built during or	after 1978.	
0)	Conflict of Interest - no conflict found		

- Disbarment and suspension not applicable
- g) Flood Insurance
- h) Executive Order 12372 not applicable
- 8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RFCORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain decumentation, as applicable in accordance with 24 CFR Pan 92 and Florida Statutes for a period of three (3) years from the and of the affordability term.

En:\manuel\homopigm

3/26/06

SEMINOLE COUNTY, FLORIDA

3/26/66

	1	F				
3.	ENFORCEME	N.	JF	THE	AGREE	MENT

The lost shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple the survivor dies, or for a period of ten (10), twenty (20) or thirty (30) years, as applicable.

5. OTHER PROVISIONS

Fn:lmanuahnomoprom

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the ROMEBUYER shall be derimed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, oint venture or any association or relationship involving the COUNTY.

WITHESS.		
Mary Very Mantario	GARY E. KAISER	Acting County Pakager
	/Date:	
		11/1/8/
WITNESSES	HOME WEE	H I X P K S
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hara de Varia simila	RICHARD CONTROL	6.3
Helenter	Grace Y. Taylo	
JUDITH K. LLOYD	Date \ / //	
() Comment of the state of the		•
MATABLE A TALLIANT COMPLETE		
NOTARY AS TO HOMEBUYER(S): STATE OF FLORICO		
COUNTY OF OLCARE)		
The foregoing instrument was acknowledged	before me this 25	day of MIV
19810 by KIENOVA & DIVICE I	ufler-	, who is personally
known to me or who has produced _ ANUND _ L	MAR-	as Identification.
MILLIA KOLINGTON	Max billion	
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Print Name Laur S. Koben On		the state of the s
Notary Public in and for the County and State Aforemen	WE WAY	Etra dalar salati
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iviy commission expires;	Nored.	
	Niored.	

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 21, 1997, and recorded in Official Records Book 3204, Pages 1876 through and including 1880, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated February 21, 1997, and recorded in the Official Records Book 3204, Pages 1881 through and including 1883, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated February 1, 1997 recorded in Official Records Book 3204, Pages 1884 through and including 1886, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 138 Lemon Lane, Longwood, Florida 32750, the legal description and parcel identification for which are as follows:

LOT 19, LAKE SEARCY SHORES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 18, PAGES 23, 24 AND 25 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 31-20-30-503-0000-1190

(the "Property,") were made by **Charles R. Ward**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as his residence for at least seven (7) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

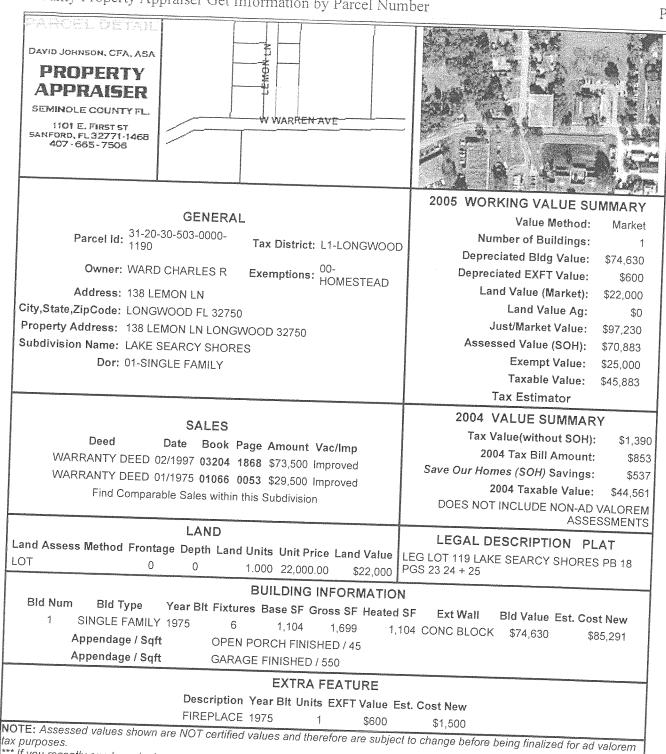
WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Sender be executed this day of _	minole County has caused these presents to			
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA			
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.	By:CARLTON HENLEY, Chairman Date:			
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.				
County Attorney AS/lpk 2/11/05				

Satisfaction-Charles Ward



*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

Maryanhe Morse Clerk of Circuit Court

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97 MAR - 5 AM 100 3 AM

Siminate County Homeownership Assistance Program



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7

Second Mortgage Deed

SECOND MORTGAGE DEED is hereby made and entered into the day of February 1997 by and between Charles Raymond Ward

hereinater reterned to the 'Micrigagor' and Seminole County a political subdivision of the State of Fiorida, whose accreas is 1101 East First Sanford, Fiorica 32771, hereinafter referred to as the "Mongagea."

Wife Rever used herein the terms of "Mongegor" and "Mongegee" Virgince all parties to this instrument, the heirs, legal representatives and leasigns of incividuals and the successors and assigns of corporations; and the term "note" include in all the notes herein description more than one exists.)

WITNESSETT: that for good and valuable consideration, and also in consideration of the algregate sum named in the Second Mongage Note of even data nerewith (\$3,500 to) heremaker described the Mongagor hereby grants. that for good and valuable consideration, and also in pargains sells, allegs, premises, conveys and confirms unto the Mongagee all the centain land of which ine Mongagor is now seized and in possession situated in Seminole County, Flores

SEE EXHIBIT 'A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto

AND the Mongagor covenants with the Michagee that the Mongagor is indefeasibly seized of said land in fee simple: the Mongagor has good right and lawful authority to convey said land as aforesaid, that the Mongagor will make such further assurances to perfect the fee simple title to said land in the Mongagee as may reasonably be required; that the Morgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except.

A valid purchase money First Mongage appreved by Montgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199 185(1)(d). FLORIDA STATUTES

Whis instrument was prepared by ing return 1:: (Elgine L. Berlow, SHIP Progress Coor. Secure: County Chember of Commerce

530 Mun Hishway 17-92 7850 , and 32707

C 1 ANTHORY, 81 LEG

- 1×207.10 6.34

FIRST AMERICAN THEE RESURANCE COMPANY

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SEMINOLE CO. FL

Siminale County Francounceship Assistance Fragram



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the effort of foreclosure, the Mortgagee reserves the right of first refusal on the land as deskilled in Exhicit "A."

PROVIDED ALWAYS, that said Mongaçor shall pay unto said Mongagee the cately Second Mongage Not hereinafter substantially copied or identified, to-wit:

XHIS: 15 11TACHED HERETO AND INCORPORATED HEREIN

AND Michigager shall perform, comply with and abide by each and every of the agreements and listions conditions and covenants therein and of this Second Mongage are 10 ct. then this Mongage and the estate hereby created, shall cease, determine and listing and void

AND the Michael Erreby further covenants and agrees to pay promotity when due the principal and cates; and other sums of money provided for in said note and Second Michael are either to pay all and singular the taxes, assessments, levies, liabilities, obligations appendimentations of every nature on said property to permit, commit or suffer no whole imperiment or deterioration of said land or the improvement thereon at any time to pay all costs charges, and excenses including attorney's fees and title searches reasonably neurred or paid by the Mongagee because of the failure of the Mongager to product and fully comply with the agreements, stipulations, conditions and covenants of said pote and the Second Mongage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mongage, or either in the event the Mongager fails to pay when one approximate and this Second Mongage, or either, the Mongager may pay the same, without waiting or affecting the option to foreclose or any other right hereunder, and all post payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreement stipulations, conditions and covenants of said note and this Second Mongage, are negrouply beformed, complied with and abided by, then the entire sum mentioned in said note and this Second Mongage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mongagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Faiture by the Mongagee to particle any of the rights or options herein provided shall not constitute a waiver of any right; or options under said note or this Second Mongage accrued or thereafter accruing

Frovided that, as set forth in the Second Mongage Molegarached hereto as Exhibit "E" no payments shall be required on the Second Mongage as long as the land remains occupied by the Mongager, and said land is not self-teased, rented or subleased.

(C PROMODULE WITHER

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SEMINOLE CO. FL



Seminole County Hameswarship Assistance Program

thirty (30) years (if used in Second Mortgage shall be forgiven in full sentinole County, Florida. Should this afor shall be declared, and the entire amount of THE SECOND MORT IF THE SALE, LEASE, TRANSFER OF TEN (10) YEARS. TWO (30) YEARS AFTER EXECUTION OF THIS loan amount of Three thousand five hands full, less and available forgiveness as pure federal regulations in effect at the time of declarations in effect at the time of declarations.	dollars (\$3,500 - 00) to Mortgages in ovided in the recapture provisions of the efault.
"(/)\	rigagor has hereunto signed and sealed
these presents the day and year first above w	riten
Chile fruit 400	Accommodate
Print Name:	Print Name
Charles Raymond Veno 138 Lemma La., Longwood, Florida 32750	
Print Pame: 14 1 TU 677 (C)	Print Name:
Print Name. INDIMAY R. OFSAN	
Oan Delatu & France	3
Print Name: Jan De C'atur)
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SEMINOLE CO. FL





STATE OF FLORIDA DOUNTY OF SEMINOLE

DEEREBY CERTIFY that on this 2157 day of February . 1997 being me, an officer duly authorized in the State aforesaid and in the County aforesaid 以完EREBY CERTIFY that on this _ 215T to take acknowledgments, personally appeared Charles Browned Hand

who executed the toregoing manufactured who executed the same and are personally known to the personal control of the same and are personally known to the personal control of the same and are personally known to the personal of the same and are personally known to the personal of the same and are personally known to the same and the same and

MSS my hand and official seal in the County and State last aforesaid.

Notzty Public Sérial Number Commission Expires



WOLLD GEOGRA

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Seminate County Remembership Assistance Program SEMINOLE CO. FL



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EXHIBIT "A"

LEGAL DESCRIPTION

(A)

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Herographic and the service service services of the service of the services of

OFFICIAL RECORDS

3204

1881

SEMINOLE CO. FL

Scrinde County Housewarnship Assistance Program



EXHIBIT "B"
SECOND MORTGAGE NOTE
ANICONT 53,500.00
Figure 10 pay Seminole County ('The County'), a political subcivision of the Sate of Fiches or order, the manner hereinafter specified, the sum of mires the hardress of the United States of America to the County at the County at the Figure 12 Street, Sentons Florida 32771, or at such a place as may reseaster by the securing same shall be for a pencel of twenty (20) or thinty (30) years it used in agriculture with File financing), beginning on the date of execution of this Note and processing same shall be for a pencel of the shall take place in the following manner. A the default of the First Mongage Repayment of this Note shall take place in the following manner.
The provided no concern is not sold, leased, transferred or refinanced and temporal to the subject home accurrenced in a period of at least ten (10).
C if the property is sold, leased the steried or refinanced prior to x ten(10) twenty (20) they (30) years after the purchase, the full payment shall be due on sale lease mansfer or refinancing less any available forgiveness as set forth in the recepture provisions of the Federal Regulations in effect at the time of default.
This Note incorporates, and is incorporated unto the Second Mongage Deed of even cate on the following described properly
SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN
CEERULT
The maker of this Note of its successors shall be in delection occurrence of one or more of the following conditions:

.C Forman BL M' 96:

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SEMINOLE CO. FL





Siminale County Homeowarish's Assistance Fragram THIS MORTGAGE IS GIVEN TO SEMINOLE

COUNTY AND IS EXEMPT FROM PAYMENT INTANGIBLE PERSONAL PROPERTY AND DOCUMENTARY STAMP EXCISE THE ON DOCUMENTS PURSUANT TO SECTIONS 420 513(11 AND 199 195(1)(c). LOBIDA STATUTES

This instrument was prepared by and Return To: Elaine L. Bariow, SHIP Program Coor Seminale County Champer o' Commerce TEED SCUIN HIGHWAY 17-85 Cassalterry, Fl 32707

The sale transfer or refinancing of the subject nome and real processy within ten (10), gwenty (20) or thirty ,30; years las applicable of execution of this higher by ~ ake Ocr makers successors

- gesting or renting of the property within ten (10), menty (20) or thirty (30) years The date of execution of the Note and Second Mongage
- beich or abandinger; of the home on the subject process, by maker
- Berlotele fille " Takes or sub-el fillet", and mart e ents
- 5 Failure to Smainter, adequate hazard insurance on subject properly and improvements
- Failure to comply with the terms and conditions of the accompanying Second Mongage Deed of Everyca:
- ierms and conditions of the Fast Michigage securing 7 Failure to comply with the procesty

CONSEQUENCE OF DEFA

The occurrence of a default as set is the remaining unpaid principal balance proceed herein and secured by an accompanying Second Mongage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default

MISCELLANEOUS PROVISIONS

This Second Mongage shall be subcrdinate to First Montgage as approved by the County Country

This Note is secured by a Mongage or real estate (cod)er cate herewin made by the maker in favor of the said holder and shall be consinged and enforced according to the laws of the State of Fiorica. The terms of said Morge by the reference made a pan hereof.

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C FYMEN, DL MING

OFFICIAL RECORDS

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SEMINOLE CO. FL





Each person liable hereon whether maker or enforcer, hereby waives persontment, solest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, it, after maturity of this Note or default hereonest, or under said Mongage, counsel shall be employed to collect this

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Wherever used never the term thold they popular or a unates the context ma	er", "makar" or "payee" should be constitued v require or admit
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SEVINOLE COUNTY 3204 188

HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENBLE CO. FL

Applicant(s) CHARLES RAVICED MART
Property Address: 138 Lenon Lane
Iongsood, Florida 32750
This Agreement is entered into this day of 19 by and between Secrificity Department is entered into this day of 19 by and between Secrificity and (hereinafter 'COUNTY') and (hereinafter 'HOMEBUYER').
WITNESSETH
1 USE OF HOME FUNDS
WREASS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "PLID"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amanged by the Housing and Community Development Act of 1992 and the Multifamily Properly Disposition Raight Act of 1994; and
WHEREA the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, cicsing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby looking as Greater Seminois County Chamber of Commerce and meet the requirements as set forth a ACER Part 92 as amended or waived by HUD
2. AFFORDABILITY G
The property which is the ubject of this Agreement shall ramain affordable in accordance with COUNTY guidelines for a term as specified in a second mongage note and deed which shall be in effect until the first of the following events occurs (1) borrower sells, vanishers or disposes of the assisted unit (by including but not limited to safe vanisher, banktubicy or foreclosure). (2) the borrower no longer occupies the unit as his principal (disclose or (3) the borrower cies, or if a married couple, the survivor dies
3 REPAYMENTS (CV)
The COUNTY shall provide a Defence Farment Losn in an amount up to \$ 3,500.00 at 0% until the first of the following events occurs (1) between tells, transfers or disposes of the assisted unit (by including but not limited to, sale transfer, agriculty or foreclosure). (2) the borrower no longer occupies the unit as his principal residence; or (3) the popular occupies of if a married couple, the survivor dies.
4. UNIFORM ADMINISTRATIVE REQUIREMENTS ()
Not applicable as the HOMEBUYER is not a settlebulent or state recipient.
5. PROJECT REQUIREMENT
The COUNTY and the HOMEBUYER agree to company min HOME regulations as set forth in 24 CFR Pan 52 Subpan F. as follows.
(a) The MONESTUPER(s) as each tent to be done on the control of th
(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SMIP funds) of the median sales pieze of the weat. The COUNTY through, Greater Seminole County Chamber of Commerce—has reviewed the bousehold income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

OFFICIAL RECORDS HOUSING AND QUALI STANDARDS The property at the time of initial occupancy by the HOMEBUYER shall mest Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The Estanding O. F. inspected the property and has determined the project eligible for funding. 7. OTHER PROGRAM REQUIREMENTS The Homeowner chall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted Equal opportunity and fair housing Not Applicable (one unit) Environmental review 61 ☐ Applicable Mot Applicable Diplecement, relocation and ecquiation Divided to the security funded is downpayment, closing cost or interest rate buy-down versity on a newly constructed unit; therefore no displacement, relocation and acquirition Course pursuant to Federal rules). Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided gradulad ensuring that properly was not occupied by a tenant and that the owner has been voluntarily displaced by choice. Lead paint Applicable (Harne built prior to 1978 Lead-based paint notice has been provided and unit evaluated longiage based paint existence) Mot Applicable (UA) built during or sher 1970.) Conflict of Interest Entoughflict found 1) Disbarment and subpension - not applicable Flood insurance Executive Order 12372 Sol applicable, AFFIRMATIVE MARKETING Not applicable due to the nature ELIVITY (HOMEBUYER organism) CONDITIONS FOR RELIGIOUS ORGANIZATION Not applicable due to the nature of the soliding (HOMEBUYER program). 10 REQUESTS FOR DISSURSEMENT OF MARK O The HOMEBUYER agrees that the funds what onto be used to subsidize a private loan to lower the betrower's mentily housing costs (Principal, Meters) Takes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if happassary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing. Should rehabilitation be included in the HOME society to, the HOMEBUYER egrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuent to a written contract in the form required by the COUNTY Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes are payulations. Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY. REVERSION OF ASSETS Not applicable as the homeowner is not a subrecipient. **RECORDS AND REPORTS** THE COUNTY and HOMEBUYER shall complete all repute the pipinisin documentation. es epoleable in accordance with 24 CFR Part 92 and Florida Statutes for a period of times (3) years from the

Fr Watuelhemeeigm

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3/26/96

To the term of the	OFFICIAL PROPERTY
3 , ENFORCEMENT OF T AGREEMENT	OFFICIAL RECORDS
	Note and secured by a Managalan the profits of this Agreement and the loan documents shall be as an arms.
* PURATION OF THE AGREEMENT	"FININGEE CO. FL
or if a married couple, the surviver dies, or for a peri (30) Years, supplicable. 5. OTHER PROVISIONS	there is the state of the state
Nether perty thereto shall discriminate against a sex, credit compor national origin in the performance in the performance.	ny person of group of persons on account of race.
Nothing continued in this Agreement, or any at deemed or control by any of the parties hereto, or the parties hereto, or the relationship involving the COUNTY.	of the course
WITMESS: U2	SEMMOLE COUNTY, FLORIDA
March Van Der	E 2 Car
Petro Menone	CATY E. KAISER - Acting County Manager
	Oale: 2/12/97
WITHESSES AS TO HOMEBUYERIS):	HOMEBUYER
STORY COLUMN TO THE PARTY OF TH	Smil
This is the the	Dete: 2 - 1 - 9 7
notary as to homebuyeris: State of Florida	
COUNTY OF SEMINOLE,	
The foregoing instrument was acknowledged before the charles Raymon disknown to me or who has produced	and this 1st cay or February who is personally
Carlaine St. Cald	es Identification.
Pelm Name Callarine Kill!	
Notery Public In and for the County and State Aforemention	
My commission expires: $\sqrt{2}$	8d.
For the outline of the Control of th	0/4 1/86

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated May 30, 1996, and recorded in Official Records Book 3081, Pages 0764 through and including 0768, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated May 30, 1996, and recorded in the Official Records Book 3081, Pages 0769 through and including 0772, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated May 2, 1996 recorded in Official Records Book 3081, Pages 0773 through and including 0775, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 839 Crows Bluff Lane, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 105 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGES 33 THROUGH 35 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 13-20-30-505-0000-1050

(the "Property,") were made by Marion A. Russell and Elizabeth L. Russell, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least eight (8) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current SHIP regulations and County policies; and

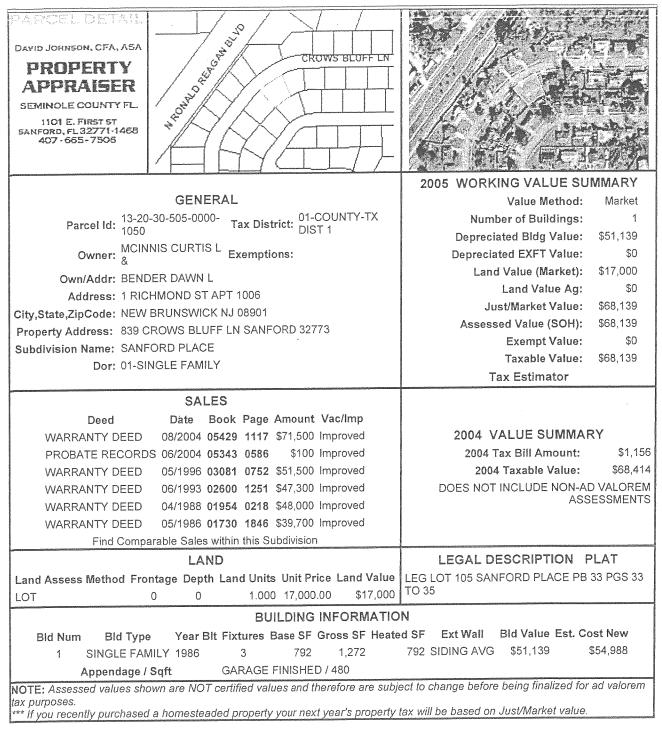
WHEREAS, the Owners' successors in interest in the Property have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

to

<pre>in witness whereof, Se be executed this day of</pre>	
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of	CARLTON HENLEY, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney As/lpk	
2/15/05 Satisfaction-Russell	



SeminoleCounty Homeownership Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 30th day of May 1996 by and between Marion A Russell, and Elizabeth Russell, husbandereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee"

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include (all) parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described it more than one exists.)

WITNESSETH, that for good and valuable consideration, and also consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$ 10,000.00 (), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagor that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

gr gr

MARYANNE MORSE ERN OF CIRCUIT COURT

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THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine & Barlow, SHIP Program Coor.
Seminote County Chamber of Commerce
4590 South Highway 17-92
Casselberry & 32707

C STREAMSHALLESTRON

2012/86

OFFICIAL RECORDS BOOK PAGE



APP DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default tynder this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of fureclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgager shall perform, comply with and abide by each and every of the car agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and tally comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the axes of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

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SeminoleCounty Homeownership Assistance Program



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Should the land remain owner-occupies (check applicable) ten (1 X thirty (30) years (if used Second Mottage shall be forgiven in the Seminole County, Florida. Should this shall be declared, and the entire amount FULL AMOUNT OF THE SECOND MOTE THE SALE, LEASE, TRANSFER TEN (10) YEARS, (30) YEARS AFTER EXECUTION OF The loan amount of Ten Thousand and 00/10 full, less any available forgiveness as Federal regulations in effect at the time of this Mortgage shall be subordinate this land, subject to the notification and a	in confull a aforent short of OR TWETHIS of de to a	rears,	ith FHA filed in rovision iately du BE DU NG OC EARS O IT. Mori (\$ 10,0	wenty (20) financing), the public n be violated, the and payat E ON SALE CURS LES TOURS LES	years of then this ecords of a defau ble. THI , LEASE S THAI THIRTY repay the tgagee in		
IN WITNESS WHEREOR Sthe said			hereunto	signed and	i sealed		
these presents the day and year first abo	AG M	mtten.					
Mar Kanda &	_		**************************************	21	TO OT		E C
Print Name: MARK WRIGHT	Ò	Print Name:	Marion	1 A Russell	<u> </u>	3	봊
Jan Dunes	ON:	5/	11	00.	2.28		Ž
Jour Janes	زي	Lager	Edilli de	5 HUU		tas	20
Print Name: JOAN KUNES	6	Print Name:	<u>Elizat</u>	eth Russell	8	_ 	200
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Print Name:		12/20					
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STATE OF ELORIDA				
COUNTY OF SEMINOLE	÷			
I HEREBY CERTIFY that on this	<u>30th</u> day	of		199 <u>6</u>
before me, an officer duly authorized in	n the State afore	said and in	n the County at	oresaid
to take acknowledgments, personally	appeared M	ARION A. B	USSELL	and sales
and RIIZARETH BUSSELL	who executed the	ne roregoin	g instrument a	ING AND
acknowledge before me that he/she/th	ey executed the license	same and	are personally	An did!
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did not take an dath			* - C	~ ~
WITNESS my hand and official sea	I in the County a	ind State la	ist aforesalo.	
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	Name: KARK W	R YCHT		
	Notary Public			i o
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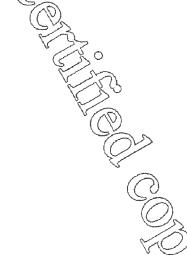


EXHIBIT "A"

LEGAL DESCRIPTION

SEMINOLE CO. FL.

Lot 185, SAMFORD PLACE, according to the plat thereof as recorded in Flat Book 33, Pages 33 through 35, of the Public Records of Seminole County, Florida



(C FREMIUMLYSTRO)

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. SeminoleCounty Homeownerskip Assistance Program



	EXHIBIT "B"	
	SECOND MORTGAGE NOTE	m
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00.000.00		7
\/ / \	, the undersigned (jointly and sev	rerally, if more than one
FOR VALUE RECEIVED	, the undersigned (jointry and set ounty ("The County"), a political s manner hereinafter spec	subdivision of the Sate of
promises to way seminole C	ounty ("The County), a policial"	rified, the sum of
Ten Thousand Dollars and	ounty ("The County"), a political set manner hereinafter spect of 10,000,00). The of the United States of American set of the United States of the United Stat	erica to the County at
1101 East First (Street, 5	of the United States of Ame anford, Florida 32771 written notice from the holder to a same shall be for a period of	the maker hereof. This
years (if used in conjunction	g same shall be for a period of with FHA financing), beginning o Mortnage. Repayment of this No	ote shall take place in the
this Note and accompany))	
following manner:		areas Note shall be due
A If a default of the First	Mortgage occurs, the Second M	origage Note Shall 4
	required during the term of this N	ote, and this debt shall be
R. No payment shall be	required during the term of the	twenty (20) or
ananiv idiuivei	Colico Color	L LE THA QUECTRIBILITY OF UTIL
<u>x</u> thirty (30) ye	required during the term of this N (check one) ten (10) ears (as applicable) after the date of default has occurred. It is not sold, leased	his provision shall ensure
Make measured no (1)	IUIUVII STOPPINI	Amendament of Millimited
that the subject nonte	and property of at least tel	n (10), twenty (20) or thirty
and remains owner-o	bla) offer execution of this Note.	
(30) years (as appure	iole) and di	ten(10)
a Kuha acceptivis sold	that (30) years after on sale, lease, transfer or refinance	d prior to the full
twenty (20	thirty (30) years attended or refine the in the recapture provisions of	er the purchase.
naument shall be du	e on sale, lease transfer or remether the in the recapture provisions of	the Federal Regulations in
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effect at the time of c	lefault.	_
	into the Secon	nd Mortgage Deed of even
This Note incorporates, an	d is incorporated into, the Secon	
date on the following descri	ped bloberty.	
mark similar KARA	TTACHED HERETO AND INCOR	PORATED HEREIN
SEE EXHIBIT A A	. (60	-
DEFAULT	.70	2)
DEPAOLI	ts successors shall be in default-u	manaccurrence of one or
The maker of this Note or i	ts successors shall be ill delegan	
more of the following condi	tions:	
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IC PROMOMENTAL MOTHOD

: :





THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:

Elaine L. Barlow, SHIP Program Coor.
Seminole County Chamber of Commerce
4590 South Highway 17-92

Casselberry, Fl 32707

1. The sale, transfer or refinancing of the subject home and real property, within in (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note by maker or make

2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.

3. The destruction or abandonment of the home on the subject property by maker or maker's successors.

4. Failure to pay applicable property taxes on subject property and improvements.

5. Failure to maintain adequate hazard insurance on subject property and improvements.

6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.

7. Failure to comply with the temps and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidences herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

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SeminoleCounty Homeownerskip Assistance Program

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Each person liable hereon whether maker or enforcer, hereby waives persentment. protest, netice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default beceunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular of pural as the context may require or admit.

Source County reserves the right of first refusal on the property.

in the event of foreclasure, County reserves	the light of the section	olod
IN WITNESS WHEREOF, the said M these presents the day and year first above	ortgagor has hereunto signed an written.	o sealeu
Club Edge	Discover and the second	2,-11
Print Name: Mark Print	Print Name: Marion A Bussell	ell_
	Print Name: Elizabeth Russel	
Print Name: JOAN NUMES	Print Name: 14-15-16	308
		18 U
Print Name:		SEMINOLE
	2	60
Print Name:		
STATE OF FLORIDA COUNTY OF SEMINOLE	May May	. 1996_
I HEREBY CERTIFY that on this 30th before me, an officer duly authorized in the to take acknowledgments, personally ap	State aforesaid and in the County	aforesaid
to take admowledgments, personally ap	77 Yala ferencing instrument	and who
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to me or have produced <u>driver's licen</u> did not take an oath.	+	
WITNESS my hand and official seal in	the county and the last afour said	•
	ame: Hase Harry	PROTECTION OF THE PROPERTY OF
N	otary Public	
EN COLUMN COMMEDIA	erial Number QC 439144 ommission Expires: 3/2/99	
March 2, 1999	Olimina divisioni Experimentali	

(CAMADEDIALISMENTS)

Seminole County Homeownership Assistance Program

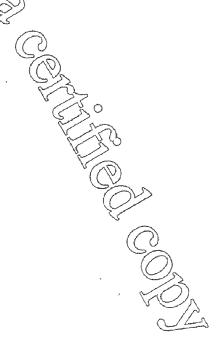


081 0772 SEMINOLE CO. FL.

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 105, SAMPORD PLACE, according to the plat thereof as recorded in Plat Book 33, Pages 33 through 35, of the Public Racords of Seminole County, Florida



(C.Freesen.He.we?Feb)

SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Marion A. Russell and Elizabeth L. Russell
Property Address: 839 Crows Bluff Ln.
Sanford, F1 32773
This Agreement is entered into this 2nd day of May 19 96 by and between Seminole County a political subdivision of the State of Florida, whose address is 1101 East First Street Sanford, Florida, 32771 (hereinafter "COUNTY") Cancer Marion Russell and Elizabeth L. Russell (hereinafter "HOMEBUYER")
witnesseth: S c
WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME investment Partnership Acts (42 U.S.C 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifarnity Property Disposition Reform Act of 1994; and
WHEREAS, the COURT has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CER Part 22 as amended or waived by HUD.
2. AFFORDABILITY
The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs. (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; (3) the borrower dies, or if a married couple, the survivor dies.
3. REPAYMENTS
The COUNTY shall provide a Deferred Payment Den in an amount up to \$10,000.00 at 0% until the first of the following events occurs: (1) borrower sale, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dispose if a married couple, the survivor dies.
4. UNIFORM ADMINISTRATIVE REQUIREMENTS
Not applicable as the HOMEBUYER is not a subrecipient or state recipient.
5. PROJECT REQUIREMENT
The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:
(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and hat, at the time of application and approval, his/her/their annual accome does not exceed eighty percent 80%) of the median income for the area, as determined by HUD, with adjustments for family size.
(b) The property is located within the geographical areas of Servinole County, Florida and has an after rehabilitation or construction appraised value equal to or less than runety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. (The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value equirements in accordance with the HOME Program requirements and determined the project eligible for unding.
The HOMEBUYER shall maintain the property, including payment of property faces and homeowners assurance, during the term of affordability.

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6.	HOU	ISING AND QUA STANDARDS		and the second of the second			
	The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.						
7.	ОТН	ER PROGRAM REQUIREMENTS					
The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines 21.24 CPR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.							
	a)	Equal opportunity and fair housing	☐ Applicable	Not Applicable (one unit)			
		Environmental review	☐ Applicable	Not Applicable			
	C)	Displacement relocation and acquisit	ion				
	•	Not applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit, therefore no displacement, relocation and acquisition accurant pursuant to Federal rules).					
		Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of all existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarity displaced by choice.					
	d)	Lead paint					
		Applicable (Home truit prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)					
		Not Applicable (Unit built during or	after 1978.)				
	6)	Conflict of Interest - no conflict found			نہ		
	ŋ	Disbarment and suspension - not applicable Flood insurance Executive Order 12372 - not applicable. FIRMATIVE MARKETING X applicable due to the nature of the activity (HOMEBUYER program).					
	9)	Flood insurance		Ĭ	-		
	h)	Executive Order 12372 - not applicable	(6.7)	Ę			
8.	AFT	FIRMATIVE MARKETING	(O)	M C			
		applicable due to the nature of the act		ER program).			
9.	CO	NDITIONS FOR RELIGIOUS ORGANI	ZATION				
	Not	applicable due to the nature of the act	INITY (HOMEBUY)	BR program).	dia		
10.	PROJECTE EGO DICCIDESMENT OF FUNDS						
COS	e an	HOMEBUYER agrees that the funds is monthly housing costs (Principal, I do part of the downpayment amount, I y at the time of loan closing.	shall only be use interest. Taxes a I necessary. Th	by by subsidize a private loan to lower the shall insurance (PITI)) and to pay closing HOME funds shall be disbursed by the			

Should rehabilitation be included in the HOME assistance, the ERMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Pert 92 and Florida Statutes for a period of three (C) years from the end of the affordability term.

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. 611	IFORCEMENT C	HE AGREEM	ENT		a bu a Mor	ensos on the P	roperty.	
3. EN	FORCEMENT C e loan shall be by the HOMEBU	evidenced by 8	Promissory Noti	s and sacu this Agreem	red by a mor	san documents	shall be	
Fallure	BY USE FLOWING	appropriate lega	y action taken.					
A DL	JRATION OF TH	EAGREEMEN	and the standards	the followin	ng events occ	tura: (1) borrow transfer, bankr	er sells. uptcy or	4
Th transfer foreclos	JRATION OF TH his Agreement share on disposes of sure). (2) the bon married bouple, the	ight assisted when the authors diss.	nit (by, including cupies the unit a or for a period	but not ling this princit ofter	val residence; 1 (10), to	or (3) the borrow wenty (20) or _b	wer dies. thirty	
or it and	man and cabi	₽.	*					
6 O	THER PROVISIO	MS	nate against any	person or	group of pers	ions on accoun	t of race.	
N sax. C	letther party here reed, color or net	to shall discust in the onal origin in the in this Agreem	performance of	this Agreem	UNTY or the	HOMEBUYER	shall be	
N	reed color or national to thing contained to construed to iciary, principal to iciary, principal to the color of the color	in this Agreen	vent, or any ex- ies hereto, or thi	rd persons	to create any joint venture	or any seed	ciation of	
benefi	iciary, principal s suship involving 8	or General, Birmits of COUNTY.	Q ot åeses∞ b		E COUNTY,			
ne su	XIDA TO	D		-12	N. 181			
WITH	IESS: /	14/2		RON H. F	EABUN, Coun			
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co	UNTY OF SEE	inole)			this 2nd	day ofK	ay	
	The foregoings by Mar	inole ng instrument wa ion A. Russel	s acknowledge.	beth by	Russell	who l	is personally on.	*
199 knd	own to me or why	has produced	Florida Drive	The Lice	:Dec	TO MARIAMAN		
200.00	1104/1	16			3/2			
L						MALL!	AUGUEK Digagesi Danke	}
Pri	int Name <u>Vill</u>	am L. Foster				F1		

Fr:Yearnual@comcorgm

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My commission expires:

Notary Public in and for the County and State Aforementioned.

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